

1 BILL NO. S-81-05-02

2 SPECIAL ORDINANCE NO. S-129-81

3  
4 AN ORDINANCE approving a contract for  
5 Curb and Sidewalk Improvement Resolution  
6 No. 5897-81, between the City of Fort  
7 Wayne, Indiana, and Rieth-Riley Construc-  
tion Co., Inc., Contractor, for the in-  
stallation of curbs and sidewalks.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract dated April 22,  
11 1981, between the City of Fort Wayne, Indiana, by and through  
12 its Mayor and the Board of Public Works and Rieth-Riley Con-  
13 struction Co., Inc., Contractor, for:

14 curbs and sidewalks where needed on  
15 (1) Harmar Street - the east and west  
16 sides from alley north of Eliza to alley  
17 south of Eliza; (2) Gay Street - the  
18 east side from Lewis on north to alley  
19 south of Eliza and the west side from  
Hugh on the north to alley south of  
Eliza; (3) Eliza Street - the north and  
south sides bounded by Harmar on west  
and Gay on east; (4) Chute Street - from  
Lewis Street to Eliza Street in the East  
Central Neighborhood, Phase VI,

20 under Board of Public Works Curb and Sidewalk Improvement Res-  
21 olution No. 5897-81, at a total cost of \$55,131.20, all as  
22 more particularly set forth in said contract which is on file  
23 in the Office of the Board of Public Works and is by reference  
24 incorporated herein and made a part hereof, be and the same  
25 is in all things hereby ratified, confirmed and approved.

26 SECTION 2. That this Ordinance shall be in full  
27 force and effect from and after its passage and approval by  
28 the Mayor.

29   
COUNCILMAN

30  
31 APPROVED AS TO FORM AND  
LEGALITY MAY 8, 1981.

32   
BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 5-12-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
SCHOMBURG	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 6-2-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-129-81 on the 2nd day of June, 1981.

ATTEST:  
Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)  
John Nuckols  
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 2nd day of June, 1981, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 3rd day of June 1981, at the hour of 3 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-81-05-02

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Curb and Sidewalk Improvement  
Resolution No. 5897-81, between the City of Fort Wayne,  
Indiana, and Rieth-Riley Construction Co., Inc., Contractor,  
for the installation of curbs and sidewalks

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

*Samuel J. Talarico*

PAUL M. BURNS, VICE CHAIRMAN

*Paul M. Burns*

JAMES S. STIER

*James S. Stier*

MARK E. GIAQUINTA

*Mark E. Giaquinta*

DONALD J. SCHMIDT

*Donald J. Schmidt*

6-2-81  
DATE 6-2-81 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

# CONTRACT

70-167-5

4/22/81

This Agreement, made and entered into this 22 day of April, 19 81

by and between ----- RIETH-RILEY CONSTRUCTION CO., INC. -----

----- 1633 SR 327 North County Line Road, Huntertown, IN 46748 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to implement Resolution No. 5897-81

prove curbs and sidewalks, where needed, on the following streets:

- (1) Harmar St. - The east & west sides from alley north of Eliza to alley south of Eliza;
- (2) Gay St. - The east side from Lewis on north to alley south of Eliza & the west side from Hugh on the north to alley south of Eliza;
- (3) Eliza St. - The north & south sides bounded by Harmar on west & Gay on east;
- (4) Chute St. - From Lewis St. to Eliza St.

Also known as EAST CENTRAL NEIGHBORHOOD, PHASE VI.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX feet with

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5897-81 attached hereto and by reference made a part hereof.

and at the following prices per lineal foot

At the following prices:

Concrete Removal	Two dollars and eighty-five cents per square yard	2.85
Curb Removal	One dollar and no cents per lineal foot	1.00
4" Walk	One dollar and forty cents per square foot	1.40
6" Wingwalk W/Ramps	One dollar and eighty cents per square foot	1.80
6" Drive Approach	Eighteen dollars and no cents per square yard	18.00
9" Concrete (Alley Approach & Recessed Corner)	Twenty-two dollars and no cents per square yard	22.00
Adjust Casting	Fifty dollars and no cents per each	50.00
2' Curb Walk	Two dollars and ninety cents per square foot	2.90
6" x 6" Curb (Remove & Replace)	Four dollars and fifty cents per lineal foot	4.50
Seed, Fertilizer & Mulch	No dollars and forty cents per square yard	0.40

At the following prices:

Concrete Removal	Two dollars and eighty-five cents per square yard	2.85
Curb Removal	One dollar and no cents per lineal foot	1.00
4" Walk	One dollar and forty cents per square foot	1.40
6" Wingwalk W/Ramps	One dollar and eighty cents per square foot	1.80
6" Drive Approach	Eighteen dollars and no cents per square yard	18.00
9" Concrete (Alley Approach & Recessed Corner)	Twenty-two dollars and no cents per square yard	22.00
Adjust Casting	Fifty dollars and no cents per each	50.00
2' Curb Walk	Two dollars and ninety cents per square foot	2.90
6" x 6" Curb (Remove & Replace)	Four dollars and fifty cents per lineal foot	4.50
Seed, Fertilizer & Mulch	No dollars and forty cents per square yard	0.40
Backfill	Two dollars and eighty cents per ton	2.80

Catch Basin - Remove & Replace Type I-C

Nine hundred dollars and no cents per each 900.00

Total

Fifty-five thousand, one hundred and thirty-one dollars and twenty cents \$55,131.20

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5897-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 19 81 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_

ATTEST:

RIETH-RILEY CONSTRUCTION CO., INC.

BY: Loss J. Cole

ITS: \_\_\_\_\_

Corporate Secretary

Contractor, Party of the First Part.

City of Fort Wayne By and Through:

*Robert A. Anderson*  
*Betty R. Collins*

ATTEST:

*Sauder E. Kennedy*  
Secretary and Clerk

Its Board of Public Works and Mayor.

*Richard O. Mueller*  
ASSOCIATE CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin, or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.



15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

# Improvement Resolution

## FOR CURB AND SIDEWALK

No. 5897 - 81

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
That it is deemed necessary to improve curbs & sidewalk, where needed, on the following  
streets: (1) Harmar St. - the east and west sides from the alley north of Eliza to the  
alley south of Eliza (2) Gay Street - the east side from Lewis on the north to the alley  
south of Eliza and the west side from Hugh on the north to the alley south of Eliza  
(3) Eliza St. - the north and south sides bounded by Harmar on the west and Gay on the  
east (4) Chute St. - from Lewis St. to Eliza St. (East Central Neighborhood, Phase VI).

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
will be to the general public of the City of Fort Wayne and that no special benefits  
will accrue to any property owner adjoining said improvement or otherwise assessable  
under said improvement. The cost of said improvement shall be paid by Community De-  
velopment & Planning.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

{  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SS-SEMI SKILLED  
US-UNSKILLED  
1F-INDUSTRIAL FUND  
PW-PER WEEK

, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1981.  
In compliance with the provisions of CHAPTER 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades and occupations:

TRADE OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
BESTOS WORKER	S	15.00	.55	1.25			3c 1f
WELDER	S	16.00	1.375	1.40		3c	
WELDLAYER	S	13.11	.67	.80		2c	6 1f
PAINTER (BUILDING)	S	12.30	.70	.62		2c	4 1f
(HIGHWAY)	S	12.73	.80	.80		5c	2 1f
PLASTER MASON	S	11.85	.75	.80		2c	
ELECTRICIAN	S	14.85	.55	32+.70		6c	15 1f
EVAPORATOR CONSTRUCTOR	S	13.534	1.194	.95	8%	33c	
PAINTER	S	12.39		.25	.40	6c	31c holiday
IRON WORKER	S	14.20	1.00	1.60		4c	25c annully 2 1f
ROOFER (BUILDING)	S-SS	9.35-10.35	.85	.75		9c	
(HIGHWAY)	US	9.00-9.85	.85	.75		9c	
(SEWER)	S-SS	9.00-9.85	.85	.75		9c	
WELDER	S	12.33		.80		1c	3 1f
CONCRETE & PILE DRIVER	S	12.70	.70	.62		2c	4 1f
CRATING ENGINEER (BUILDING)	S-SS	9.40-14.00	.75	.90		10c	
(HIGHWAY)	US	9.29-12.44	.75	.65		10c	
(SEWER)	S-SS-US	9.29-12.44	.75	.65		10c	
WELDER	S	10.70-11.70	.60	1.00		12c	6c misc.
STERILIZER	S	12.30	.60	.80			
WELDER & STEAMFITTER	S	15.12	.85	1.30		7c	7c 1f
PAINTER & TERRAZZO GRINDER	S	9.50-11.50					
WELDER	S	12.90		.40			
WELDER METAL WORKER	S	14.16	.92	1.01		15c	48 sasml 15 1f
WELDER (BUILDING)	S-SS	10.60-11.50	36.50pw	41.00pw			
(HIGHWAY)	US	10.21-10.81	34.50pw	41.00pw			

Any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE THE MINIMUM PREVAILING WAGE SCALE FOR THIS PROJECT AS SET BY THE WAGE SCALE COMMITTEE, BUT IN NO WAY SHALL IT PREVENT THE CONTRACTOR OR SUB-CONTRACTOR FROM PAYING A HIGHER RATE OF WAGES THAN SET OUT IN THE SCHEDULE OF WAGES ON FILE.

WITNESSED THIS 19 DAY OF Dec 19 80

*Luc Stanc*  
REPRESENTING GOVERNOR, STATE OF INDIANA,  
*Alvin Anderson*  
REPRESENTING THE AWARDED AGENT.  
*Frank M. Bie*  
REPRESENTING STATE A.F.L. & C.I.O.

## EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

KNOW ALL MEN BY THESE PRESENTS, that we RIETH-RILEY CONSTRUCTION CO., INC.  
as Principal, and the \_\_\_\_\_

United Pacific Insurance Company  
\_\_\_\_\_, a corporation organized under the laws of the  
State of Washington, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of FIFTY-FIVE THOUSAND,  
ONE HUNDRED AND THIRTY-ONE DOLLARS AND TWENTY CENTS -----  
(\$55,131.20 -----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 21 day of April, 1981,  
enter into a contract with the City of Fort Wayne to construct  
Resolution No. 5897-81

To improve curbs and sidewalks, where needed, on the following streets:

- (1) Harmar St. - The east & west sides from alley north of Eliza to alley south of Eliza;
- (2) Gay St. - The east side from Lewis on north to alley south of Eliza & the west side from Hugh on the north to alley south of Eliza;
- (3) Eliza St. - The north & south sides bounded by Harmar on west & Gay on east;
- (4) Chute St. - From Lewis St. to Eliza St.

Also known as EAST CENTRAL NEIGHBORHOOD, PHASE VI.

at a cost of \$55,131.20-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

RIETH-RILEY CONSTRUCTION CO., INC.  
(Contractor)

BY:

ITS:

ATTEST:

Thomas J. Shuwood  
Asst Secretary  
(Title)

United Pacific Insurance Company  
Surety

\*BY: Leonard E. Northrup, C.P.C.U.  
Authorized Agent Leonard E.  
(Attorney-in-Fact) Northrup

\*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- RIETH-RILEY CONSTRUCTION CO., INC. -----

(Name of Contractor)

----- 1633 SR 327 North County Line Road, Huntertown, IN 46748 -----

(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and

~~United Pacific Insurance Company~~  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIFTY-FIVE THOUSAND, ONE HUNDRED AND THIRTY-ONE DOLLARS AND TWENTY CENTS -----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 21 day of April, 1981, for the construction of:

Resolution No. 5897-81

To improve curbs and sidewalks, where needed, on the following streets: --

- (1) Harmar St. - The east & west sides from alley north of Eliza to alley south of Eliza;
- (2) Gay St. - The east side from Lewis on north to alley south of Eliza & the west side from Hugh on the north to alley south of Eliza;
- (3) Eliza St. - The north & south sides bounded by Harmar on west & Gay on east;
- (4) Chute St. - From Lewis St. to Eliza St.

Also known as EAST CENTRAL NEIGHBORHOOD, PHASE VI.

at a cost of FIFTY-FIVE THOUSAND, ONE HUNDRED AND THIRTY-ONE DOLLARS AND TWENTY CENTS -----

(\$55,131.20 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-  
(number)  
parts, each one of which shall be deemed an original, this 21 day of  
April, 1979. 1981

(SEAL)

ATTEST:

Thomas L. Shuwood  
(Principal) Secretary

RIETH-RILEY CONSTRUCTION CO., INC.  
Principal

BY Lawrence J. Cole  
Area Supt.  
(Title)

(Address)

Witness as to Principal

(Address)

United Pacific Insurance Company  
Surety

BY Leonard C. Northrup, C.P.C.  
Attorney-in-Fact Leonard C.  
(Authorized Agent) Northrup

P.O. Box 523

Goshen, IN 46526

(Address)

Witness as to Surety

P.O. Box 523  
(Address)

Goshen, IN 46526

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

PROJECT CD+P EAST CENTRAL PHASE VI

RES. NO. 5897-81

## ANALYSIS SHEET

MATERIAL CONCRETE

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

[illegible]

Admn. Appr. \_\_\_\_\_

DIGEST SHEET

*81-5-02*

TITLE OF ORDINANCE STREET ENGINEERING IMPROVEMENT RES. 5897-81 EAST CENTRAL NEIGHBORHOOD,  
PHASE VI

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE STREET ENGINEERING IMPROVEMENT RES. 5897-81 EAST CENTRAL NEIGHBORHOOD, PHASE VI. CURBS AND SIDEWALKS WHERE NEEDED ON THE FOLLOWING STREETS:

(1) HARMER ST. - The east and west sides from alley north of Eliza o alley south of Eliza: (2) Gay Street-The east side from Lewis on north to alley south of Eliza and the west side from Hugh on the north to alley south of Eliza: (3) Eliza Street - the north and south sides bounded by Harmar on west and Gay on east (4) Chute Street' - From Lewis Street to Eliza Street

REITH-RILEY CONSTRUCTION CO., INC. - CONTRACTOR.

EFFECT OF PASSAGE CURBS AND SIDEWALKS WILL BE CONSTRUCTED WHERE NEEDED ON THE EAST CENTRAL NEIGHBORHOOD, PHASE VI.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PASSAGE CANNOT OCCUR.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$55,131.20 TO BE PAID FOR BY CD&P.

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_